

BADIAK & WILL, LLP
Attorneys for Plaintiff
FIREMAN'S FUND INSURANCE COMPANY
106 Third Street
Mineola, New York 11501-4404
(516) 877-2225
Our Refs.: 07-H-188/189/190-RB

JUDGE KARAS

-----X
FIREMAN'S FUND INSURANCE COMPANY
as subrogee of NOVA PETROLEUM
SPECIALTIES COMPANY,

07 CV
07 CV

3539

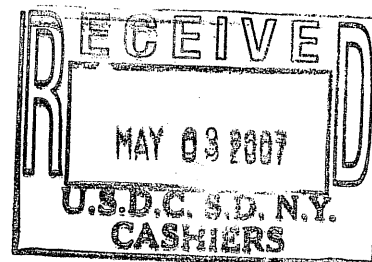
COMPLAINT

Plaintiff,

-against-

M/V "YUAN JIANG", her engines, boilers, etc.,
and COSCO SHIPPING CO., LTD.,

Defendant.
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Plaintiff, FIREMAN'S FUND INSURANCE COMPANY hereinafter ("FFIC"),
by their attorneys, BADIAK & WILL, LLP, complain of the defendant COSCO
SHIPPING CO., LTD., upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h)
of the Federal Rules of Civil Procedure.
2. Plaintiff, FFIC, was and still is a stock insurance company, authorized to
do business in the State of New York with an office and place of business located at 1
Chase Manhattan Plaza, New York, New York 10005.
3. Defendant, COSCO SHIPPING CO., LTD., was and still is a corporation
duly organized and existing under and by virtue of the laws of a foreign nation with an
office and place of business located at c/o COSCO Container Lines Americas, Inc., 100
Lighting Way, Secaucus, New Jersey 07094.

4. At and during the times hereinafter mentioned, defendant was and still is engaged in the business as a common carrier of merchandise by water for hire and owned, operated, managed, chartered and/or otherwise controlled the vessel M/V “YUAN JIANG” and was a bailee of cargo.

5. Plaintiff was the insurer of cargoes who was obligated under its policies of insurance to pay, and did make payments to its assureds, for loss and damage to the shipments and would be or otherwise become subrogated to the rights of its assureds against third parties, including the defendant, for the loss and damage sustained and who is now entitled to maintain this action.

6. All conditions precedent required of plaintiff and its predecessors in interest have been performed.

7. That on or about the dates at the ports enumerated in the attached Schedule, there were shipped various cargoes on board the defendant’s vessel “YUAN JIANG.”

8. Said shipments were delivered to defendant and the aforementioned vessel, as common carriers, then being in good order and condition, and defendant accepted said shipments so shipped and delivered to them and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipments to the ports enumerated in the attached Schedule and there deliver same in like good order and condition as when shipped.

9. Said vessel arrived at the ports enumerated in the attached Schedule where defendant failed to make delivery of said shipments in the same good order as when received, but on the contrary seriously damaged and depreciated in value in violation of

defendant's and said vessel's obligations and duties as common carriers of merchandise by water for hire and bailees of cargo.

10. By reason of said premises, plaintiff has sustained damages in the amount of \$25,000.00, no part of which has been paid although duly demanded of defendants.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue according to the practice of this Court.

2. That if defendant cannot be found within this District, that all its property within this District, as shall be described in an addendum hereto, be attached in the amount set forth in this Complaint.

3. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims may issue against the aforesaid vessel.

4. That judgment be entered in favor of plaintiff against the defendants for the amount of plaintiff's damages, together with interest and costs.

DATED: Mineola, New York
April 30, 2007

Yours, etc.,

BADIAK & WILL, LLP
Attorneys for Plaintiff
FIREMAN'S FUND INSURANCE
COMPANY
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By: _____


ROMAN BADIAK (RB-1130)

SCHEDULE

“YUAN JIANG”

<u>VESSEL</u>	<u>BILL OF LADING</u>	<u>DATED</u>	<u>FROM/TO</u>	<u>CLAIM AMOUNT</u>	<u>OUR REF.</u>
“YUAN JIANG”	123	8/16/05	Dalian/ Puerto Quetzal	\$16,200.00	07-H-188-RB
“YUAN JIANG”	101	4/22/06	Dalian/ Puerto Quetzal	\$2,007.20	07-H-189-RB
“YUAN JIANG”	206 & 207	8/16/05	Dalian/ Buenaventura	\$6,333.63	07-H-190-RB